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document and refurnish and deliverabove and on an obligations of the documents: (a) representations, reference herein	er all items or perform all the services set by continuation sheets for the consideration exparties to this contract shall be subject to this award/contract, (b) the solicitation, if a certifications, and specifications, as are a . (Attachments are listed herein.)	office.) Contracto forth or otherwise n stated herein. <sup>-</sup> o and governed by any, and (c) such	r agrees to de identified The rights of the follow provisions	and ving	Solicit includi in full sheets docum No fur award	tation N fing the above, s. This ments: rther co	umbe addit is he awat (a) th ntrac ealec	er  tions or change breby accepted rd consummate ne Government tual document d-bid contract.)	es made as to the es the co 's solici is nece	or is not required to sign the by you which additions one items listed above and contract which consists of itation and your bid, and (the sary. (Block 18 should be seen to significant t	or changes a on any conti the following o) this award	re set forth nuation l/contract.	on ,
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#### **CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EP-C-17-031/0007

PAGE

OF 3

NAME OF OFFEROR OR CONTRACTOR

TETRA TECH, INC.

TEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	DUNS Number: 198549560				
	Firm Fixed Price TO New Mexico Rio Grande River				
	Biological Condition Gradient				
	TOCOR: Dave Peck Max Expire Date: 12/31/2020				
	Delivery: 12/31/2020				
	FOB: Destination				
	Period of Performance: 04/02/2018 to 12/31/2020				
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0001	Task Order Issuance Line Item: Technical Support for EPA/ORD/NCEA's Ecological Assessment Programs				90,000.
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	26A6F DCN - Line ID: 18261EC808-003				
	Funding Flag: Partial				
	Funded: \$60,000.00				
	Accounting Info:				
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	26A6F DCN - Line ID: 18261EC808-004				
	Funding Flag: Partial				
	Funded: \$30,000.00				
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	Delivery-Invoice Payment Schedule				
	Shall not exceed a frequency greater than once a				
	month and 90% of the task order price. Acceptance				
	for invoicing is based on deliverable approval by				
	the TOCOR. For efficient processing IAW FAR				
	clause 52.232-32, performance based payment				
	invoicing amounts will not be submitted until the				
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	TOCOR provides deliverable approval. The TOCOR				
	will notify Tetra Tech within 14 days of				
	submission of a deliverable of EPAs intention to				
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#### PERFORMANCE WORK STATEMENT

# CONTRACT NO. EP-C-17-031 CONTRACT EP-C-17-031 FFP TASK ORDER 0007

TITLE: NEW MEXICO RIO GRANDE RIVER BIOLOGICAL CONDITION GRADIENT

A. TASK ORDER CONTRACTING OFFICER REPRESENTATIVE (TOCOR)

NAME: Dave Peck, EPA Office of Research and Development

TITLE: Research Ecologist PHONE: (541) 754-4426

FAX:

E-MAIL: peck.dave@epa.gov

ALTERNATE TASK ORDER COR (ALT TOCOR)

NAME: Forrest B. John, EPA Region 6

TITLE: Environmental Scientist

PHONE: (214) 665-8368 FAX: (214) 665-6689

E-MAIL: john.forrest@epa.gov

B. PERIOD OF PERFORMANCE: Task Order Award through December 31, 2020

#### C. TASKS: NEW MEXICO RIO GRANDE RIVER BIOLOGICAL CONDITION GRADIENT

#### **Background**

While New Mexico Environment Department (NMED) Surface Water Quality Bureau (SWQB) has been able to develop quantitative nutrient and sediment thresholds for implementation of narrative criteria in wadeable streams no assessment procedures have been developed for non-wadeable rivers. The highly altered nature of these waterbodies in New Mexico and the lack of adequate datasets resulted in a lower prioritization for threshold development plans. Therefore, these systems, which are the water sources for most of the population in the state, have gone unassessed for nutrients and sediment. Their characteristics have been so greatly altered by dams, diversions, and channel alterations that traditional means of developing thresholds such as reference condition and stressor response analysis are not applicable. This task order proposes to use existing chemical, physical and biological data, and regional expertise from multiple sources to develop a Biological Condition Gradient (BCG) for the middle Rio Grande, i.e., Cochiti to Caballo Reservoirs. The Middle Rio Grande is the highest priority since the Rio Grande Silvery Minnow Recovery Plan focuses on this reach and Albuquerque, New Mexico's largest city and many water users are located there. If resources allow the lower segment, Caballo Reservoir to the NM/TX boarder, would be the second priority followed by the upper segment, Cochiti Reservoir to the NM/CO boarder. The upper reach is higher gradient with larger substrate and is not dam controlled so more similar to other NM Rivers. The BCG will be used to develop quantitative thresholds for implementation of existing criteria which will improve the state's ability to sustain, restore, and preserve river resources

#### Task 1 – Scoping Meeting and Work Plan Review

The contractor shall participate in a Scoping Meeting with the EPA Task Order COR (TOCOR) or Alternative Task Order COR (ALT TOCOR). The scoping meeting will be conducted via conference call and discussions will involve the primary objectives of the project, approaches, logistics, review of the work plan that was prepared as part of the performance work statement (PWS) proposal, requirements for the QAPP, and coordinate with the TOCORM/ALT TOCOR, EPA National Health and Environmental Effects Research Laboratory (NHEERL) -Western Ecology Division (WED), Office of Research and Development, New Mexico Environment Department (NMED), Surface Water Bureau, state of New Mexico.

The contractor task order team shall include experience and expertise in: (a) fish and macroinvertebrate ecology and geomorphology; (b) developing both biological and geomorphology indicators/criteria; (c) assembling data from various sources; and (d) statistical analysis of environmental data. The individuals must have an outstanding professional record as demonstrated by peer reviewed publications, awards, and service to relevant professional societies. The contractor shall be available to meet with EPA and state staff regularly in order to assemble data that may or may not be readily available through electronic means.

#### **Task 1 Deliverables**

 Within 10 calendar days after the Scoping Meeting, the contractor shall prepare and provide the TOCOR/ALT TOCOR with a concise written summary of the meeting which identifies participants, key points discussed and areas of consensus.

#### Task 2 – Quality Management Plan and Quality Assurance Project Plan

No later than 30 calendar days after the Scoping Meeting (Task 1), the contractor shall submit a QAPP for this task order in accordance with the contract – EPA Requirements for Quality Assurance Project Plans (QA/R5) dated 3/20/2008. During the term of the Task Order, the contractor shall be responsible for updating the QAPP to reflect any modifications.

#### **Task 2 Deliverables**

- 1. No later than 30 calendar days after the scoping meeting, the contractor shall prepare a Draft Quality Assurance Project Plan in accordance with EPA criteria for review by the TOCOR/ALT TOCOR.
- 2. Within 10 calendar days after receiving comments on the Draft <u>Quality Assurance Project Plan</u>, the contractor shall submit a Final <u>Quality Assurance Project Plan</u>.

#### Task 3 - Biological Condition Gradient Development Approach

As part of the Work Plan/Proposal, the contractor shall describe a development approach for Biological Condition Gradient for aquatic designated use and translators for New Mexico's narrative sedimentation and nutrient water quality standard § 20.6.4.13 New Mexico Administrative Code. For example, the contractor shall consider the stepwise descriptive model as provided in *The Biological Condition Gradient: A Descriptive Model for Interpreting Change in Aquatic Ecosystems* (Davies and Jackson 2006) and *A Practitioner's Guide to the Biological Condition Gradient: A Framework to Describe Incremental Change in Aquatic Ecosystems* (EPA 2016).

The contractor shall consider exploring the feasibility of developing a conceptual model for identifying multiple levels of biological conditions for assessment and management of aquatic resources, with 6 levels, ranging from pristine (Level 1) to severely degraded and altered (Level 6). Potential applications under discussion include further refining aquatic uses, identification of nutrient and sediment thresholds for non-wadeable systems.

#### **Task 3 Deliverables**

- 1. Within 60 calendar days of approval of the Final QAPP (Task 2), the contractor shall provide a draft Biological Gradient Condition Development Approach. The approach shall include: (a) conceptual model for identifying multiple levels of biological conditions for assessment and management of aquatic resources; (b) data management; (c) site classification; (d) taxa stressor sensitivity; (d) workshop and webinar facilitation to exchange information about the BCG and elicit expert opinions regarding taxa and sample characteristics; (e) model development to replicate the expert opinions; and (f) quantitative model to accurately assess streams on a broadly understood scale of conditions so that waterbodies can be prioritized for efficient allocation of protection and restoration efforts.
- 2. Within 30 calendar days of receiving comments by the TOCOR/ALT TOCOR on the draft Biological Gradient Condition Development Approach, the contractor shall provide a final <u>Biological Gradient Condition Development Approach</u>.

#### Task 4 - Aggregate, QA, and Manage Data for Use throughout the Task Order

The contractor shall be tasked with compiling existing Environmental Monitoring and Assessment Program (EMAP) data for Rio Grande River both in New Mexico and neighboring states, as requested by technical direction from the TOCOR/ALT TOCOR, into a relational database and spreadsheets appropriate for specific parts of the BCG development. With previous New Mexico Environment Department Cooperative Agreement Supplemental CWA §106 funds, NWPP Contract, Task Order 2010-52 and Nutrient Scientific Technical Exchange Partnership & Support (N-STEPS) contract, the necessary biological, chemistry, and habitat data has already be compiled. The contractor shall review other available stream sampling data provided by the State of New Mexico to determine whether and how that data may be used in the analysis. The GIS-based watershed data (e.g., watershed area associated with each sampling location, elevation, mean annual precipitation, generalized geology, land cover, etc.) will be provided by EPA Region 6. The contractor shall merge the river data into a comprehensive dataset.

Exploratory data analysis techniques (e.g., correlation analysis, scatter plots, histograms, etc.) will be used to identify potential outliers or other data quality issues. Available supplemental data such as field data forms, field photographs, and inspection of site setting using Google Earth Pro may be used to validate, correct, or reject data flagged as questionable during quality assurance (QA) review. Furthermore, data may be analyzed for comparability among data sources and sampling methods so that biological data can be either pooled or flagged for separate treatment for methods that are not comparable.

#### Task 4 Deliverables

- 1. Within 60 calendar days of Task 3, the contractor shall complete the compilation and exploratory data analyses of existing Rio Grande River data for New Mexico and neighboring states, as needed, into a relational database and spreadsheets appropriate for specific parts of the BCG development.
- 2. Within 10 calendar days of completion of Deliverable 4.1, the compiled data and data analyses shall be delivered to the TOCOR/ALT TOCOR in a Microsoft relational database and spreadsheets appropriate for specific parts of the BCG development as directed by the TOM/ATOM.

#### <u>Task 5 – Analyze and Develop Site Classification Scheme</u>

Site classification for biological types proceeds using grouping techniques such as non-metric multi-dimensional scaling (NMS), cluster analysis, metric distribution comparison, and taxa geographic distributions. Starting with the premise that ecoregions might prove to be an adequate site classification framework for fish and macroinvertebrates in New Mexico Rivers, the contractor shall consider using the classification techniques to test classification schemes related to ecoregions and other categorical or continuous variables. Additional site classes may focus on hydrological flow – ecology relationship and flow persistence more so than regionalization. Variability remaining after categorical classification (e.g., from catchment size) might be addressed through further classification or adjustment of BCG rules. The classification scheme must ultimately be approved by the TOCOR/ALTTOCOR in consultation with NMED. During the classification process, taxa may be categorized in terms of regional distribution and response to a general stressor gradient. The gradient may be defined using land use and other site.

#### **Task 5 Deliverables**

- 1. Within 60 calendar days of Task 4 completion, the contractor shall deliver to the TOCOR/ALT TOCOR a draft Rio Grande River Classification Scheme.
- 2. Within 30 calendar days after receiving comments from the TOCOR/ALT TOCOR on the Draft Rio Grande River Classification Scheme, the contractor shall prepare a final <u>Rio Grande River Classification Scheme</u>.

#### Task 6 - Biological Condition Gradient (BCG) Panel Engagement

Working in coordination with the TOCOR/ALT TOCOR and NMED, the contractor shall initiate a local expert panel, from the Albuquerque/Santa Fe area, of approximately 6 - 15 staff biologists and representatives from, e.g., other government agencies, academia, and industry, to foster meaningful scientific discussions of the BCG and consensus on taxa attributes and site ratings.

The local expert panel will be introduced to BCG concepts through, e.g., a webinar preceding the Task 8 face-to-face workshops. The materials may cover the BCG purpose, history, calibration process, applications in Clean Water Act programs. The contractor shall prepare and distribute the materials prior to the webinar for participant's review.

#### Task 6 Deliverables

- 1. Within 30 calendar days after completion of Task 5, the contractor shall deliver to the TOCOR/ALT TOCOR, a list of 6 15 local expert staff biologist and representatives to serve as a BCG expert panel.
  - Within 14 calendar days of approval by the TOCOR/ALT TOCOR of the selected BCG local expert panel list, the contractor shall finalize the BCG expert panel. There should not be any travel costs for the expert panel since they are local.

#### Task 7 - Develop Sample Materials and Data for BCG Expert Rating

The contractor shall prepare workbooks for rating fish and macroinvertebrate samples separately. For example, (a) each Excel workbook will include multiple tabs related to taxa attributes, station information, and sample data; (b) The worksheets may be related to each other and interactive so that changes to taxa attributes will be automatically updated for each sample-specific worksheet; (c) Sample metrics may be generated for each sample based on the taxa attributes; (d) Site classification information and sample metadata may be available on the worksheets for review during the expert rating process; and (e) Specific site identifiers and stressor information may be hidden, but may be available to reveal after the rating process is complete. The workbooks are intended to allow experts to associate environmental conditions with the biological conditions, but doesn't permit the stressor data to be used for site ratings.

#### **Task 7 Deliverables**

- 1. Within 30 calendar days after completion of Task 6, the contractor shall deliver to the TOCOR/ALT TOCOR, the draft <u>BCG Expert Panel Workbook materials</u>.
- 2. Within 14 calendar days of approval by the TOCOR/ALT TOCOR of draft BCG Expert Panel Workbook materials, the contractor shall provide a final <u>BCG Expert Panel Workbook materials</u> in preparation for the BCG Expert Panel webinar(s) and workshop(s).

#### Task 8 – Convene and Conduct Workshop and Webinars for BCG Expert Ratings

The contractor, in consultation with the CORALT TOCOR, EPA ORD/R6 Principle Investigators and NMED, shall plan logistics for the BCG workshop. For example, the expert panel (see Task 6) may convene in one location for a 3-day workshop. The workshop may include, for example, (a) an introductory session with all participants to present BCG background and concepts; (b) lay-out the rating procedures; (c) cover meeting logistics; breakout sessions for each of the fish and macroinvertebrate taxa experts facilitated by the contractor; and (d) attributes will be assigned to taxa and ratings will be assigned to samples.

At the conclusion of the workshop, the contractor shall collate ratings from each expert for each selected site. Consensus will be established through presentation of median ratings and discussions of that median rating as an acceptable consensus rating for the site.

The contractor shall consider conducting up to three (3) webinars for each taxa group and for each distinct site class. The webinars are intended to allow presentation of draft and final models and rating of additional sites for model refinement or validation.

All workshop spending must be in compliance with *Conference Spending Guide*, Office of the Chief Financial Officer, Office of the Comptroller, March 10, 2016.

#### Task 8 Deliverables

- 1. BCG Expert Panel Agenda
  - a. Within 60 calendar days after completion of Task 7, the contractor shall deliver to the TOCOR/ALT TOCOR, the draft Agenda for one (1) BCG Expert Panel Workshop.
  - b. Within 14 calendar days of approval, by the TOCOR/ALT TOCOR, of the BCG Expert Panel Workshop Agenda, the contractor shall finalize the BCG Expert Panel Agenda.
- 2. BCG Expert Panel Workshop and Logistics
  - a. Within 30 calendar days of completion of Task 7, the contractor shall deliver to the TOCOR/ALT TOCOR, the <u>proposed BCG Expert Panel Workshop meeting logistics</u> for review, and final approval. The meeting space will be in either Santa Fe or Albuquerque New Mexico Environment Department facilities at no cost.
  - Within 14 calendar days of approval, by the TOCOR/ALT TOCOR, of the proposed BCG Expert Panel meeting logistics (Task 8, Deliverable 2a), the contractor shall finalize all meeting logistics.
- 3. BCG Expert Panel Webinars
  - a. Within 30 calendar days of Task Deliverables 8.1 and 8.2 completion, the contractor shall deliver to the TOCOR/ALT TOCOR, the number of recommended webinars and associated Draft Agendas for each webinar. In order to conserve resources, the contractor, with assistance from the TOCOR/ALT TOCOR, use EPA webinar and teleconference resources.
  - b. Within 14 calendar days of approval by the TOCOR/ALT TOCOR, the contractor shall deliver the number of webinars and associated agendas (Task 8, Deliverable 3a). The contractor, in coordination with the TOCOR/ALT TOCOR shall finalize the webinar logistics.

# Task 9 - Develop and Test Quantitative Decision Model

The contractor shall calibrate and test quantitative decision models that translate the expert panel's (see Task 8) rules and rationale for rating of each sample. For example, fuzzy set theory could be used to set parameters for rules and to combine rules for each of the six BCG levels.

#### **Task 9 Deliverables**

- 1. Within 90 calendar days of completion of Task 8, a draft Quantitative Decision Model will be delivered to the TOCOR/ALT TOCR.
- Within 14 calendar days of approval of the draft Quantitate Decision Model by the TOCOR/ALT TOCOR, the contractor shall finalize the Quantitative Decision Model.

#### Task 10 - Final Report

The contractor shall produce a final report to be reviewed by the TOCOR/ALT TOCOR, state, and invited panel experts. The report shall include background information on the BCG; New Mexico data sets used in calibration; the BCG development process; workshop, webinar, and model results; proposed BCG models and performance for fish and macroinvertebrate assemblages; and recommendations and application issues. The final report shall be submitted along with data used in the calibration process.

### **Task 10 Deliverables**

- 1. Within 60 days of completion of Task 9, a draft Report described shall be delivered to the TOCOR/ALT TOCOR. The draft Report will be in MS Word, MS Excel, MS PowerPoint, and/or pdf formats which best fits the deliverable.
- 2. Within 14 calendar days of approval of the draft Report by the TOCOR/ALT TOCOR, the contractor shall finalize the Final Report.

#### D. SCHEDULE OF BENCHMARKS & DELIVERABLES

TASKS	TASK DELIVERABLES	DELIVERABLE DUE DATES
Task 1	1,1 Scoping Meeting and Work Plan Review Notes	10 calendar days of Scoping Meeting
Task 2	2.1 Draft Quality Assurance Project Plan	30 calendar days of Task 1 Completion
	2.2 Final Quality Assurance Project Plan	30 Calendar days of approval of Deliverable 2.1
Task 3	3.1 Draft Biological Condition Approach	60 calendar days of Task 2 completion
	3.2 Final Biological Condition Approach	30 Calendar days of approval of Deliverable 3.1
Task 4	4.1 Aggregate, QA, and Manage Data for Use throughout the Task Order	60 calendar days of Task 3 completion
	4.2 Aggregate, QA, and Manage Data for Use in Digital Format throughout the Task Order	10 Calendar days of approval of Deliverable 4.1
Task 5	5.1 Draft Rio Grande Classification Scheme	60 calendar days of Task 4 completion
	5.2 Final Rio Grande Classification Scheme	30 Calendar days of approval of Deliverable 5.1
Task 6	6.1 Proposed Expert Panelists	30 calendar days of Task 5 completion
	6.2 Final Expert Panelists	14 Calendar days of approval of Deliverable 6.1
Task 7	7.1 Draft BCG Expert Panel Workbook Materials	30 calendar days of Task 6 completion
	7.2 Final BCG Expert Panel Workbook Materials	14 Calendar days of approval of Deliverable 7.1
Task 8	8.1a Draft BCG Expert Panel Agenda	60 calendar days of Task 7 completion
	8.1b Final BCG Expert Panel Agenda	14 Calendar days of approval of Deliverable 8.1a
	8.2a Proposed BCG Expert Panel Workshop	30 calendar days of Task 7 completion
	Meeting Location	
	8.2b Final BCG Expert Panel Workshop Meeting	14 Calendar days of approval of Deliverable 8.2a
	Location	
	8.3a Proposed BCG Expert Panel Webinars and	30 calendar days of Task Deliverables 8.1 and 8.2
	Agendas	completion
	8.3b Finalize BCG Expert Panel Webinars and	14 calendar days of approval of the number of
	Agendas	webinars and associated agendas (Deliverable
2		8.3a)
Task 9	9.1 Draft Quantitative Decision Model	90 calendar days of Task 8 completion
	9.2 Final Quantitative Decision Model	14 Calendar days of Deliverable 9.1 approval
Task 10	10.1 Draft Report	60 calendar days of Task 9 completion
	10.2 Final Report	14 Calendar days of Deliverable 10.1 approval

#### E. REPORTING

All documentation and reporting under this TO shall be in compliance with contract requirements.

Additional requirements specific to this TO are as follows: Electronic deliverables must be in an original file format that can be supported by EPA after the end of the Period of Performance of the TO. The standard office software at EPA is MS Office. The standard GIS software at EPA is ESRI ArcGIS.

#### F. TRAVEL

Travel is anticipated for no more than 1-2 individual contractor biologists meeting in New Mexico under Task 8.

**G.** The Contractor shall refer any questions relating to the interpretation of EPA policy, guidance, or regulation to the TOCOR/ALT TOCOR.

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separate letter or electronic communication which in RECEIVED AT THE PLACE DESIGNATED FOR THI OFFER. If by virtue of this amendment you desire to each letter or electronic communication makes refers 12. ACCOUNTING AND APPROPRIATION DATA (If respectively see Schedule 13. THIS ITEM ONLY APPLIES TO I	cludes a reference RECEIPT OF Containing an offer ance to the solicite quired)	e to the solicitation and am FFERS PRIOR TO THE H already submitted , such cl ation and this amendment, F CONTRACTS/ORDERS.	endme OUR A hange I and is	ND DATE SPECIFIED MAY RESULT IN REJE may be made by letter or electronic communica	EDGEMEI CTION Of ation, prov ecified.	NT TO BE F YOUR ided
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15A. NAME AND TITLE OF SIGNER (Type or print)	, Januarie 1616			NAME AND TITLE OF CONTRACTING OFFIC		
			And	rea Dehne		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	7	Willia C. (Zdc s	ECTRON MENATUR	
(Signature of person authorized to sign)				(Signature of Contracting Officer)		

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 EP-C-17-031/0007/P00001
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NAME OF OFFEROR OR CONTRACTOR TETRA TECH, INC.

M NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	processing IAW FAR clause 52.232-32, performance				
	based payment invoicing amounts will not be				
	submitted until the TOCOR provides deliverable				
	approval. The TOCOR will notify Tetra Tech				
	within 14 days of submission of a deliverable of				
	EPAs intention to approve or disapprove.				
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AMEN	IDMENT OF SOLICITATION	MODIFICATION (	OF CONTRACT	1. CONTRACT ID CO	DDE F	PAGE C	F PAGES
2. AMENDME	NT/MODIFICATION NUMBER	3. EFFECTIVE DATE 08/13/2020	4. REQUISITION/PURCHASI	E REQUISITION NUMBER	5. PROJECT I	NUMBER (	If applicable)
6. ISSUED BY	CODE		7. ADMINISTERED BY (	If other than Item 6)	CODE		
OMS/ARM US Enviror 1200 Penn	Scott, Director I/OAS/Policy, Training and Over nmental Protection Agency, Mai nsylvania Avenue, NW n, DC 20004	rsight Division I Code 3802R			_		
	ADDRESS OF CONTRACTOR (Number, str	reet, county, State and ZIP Co	ode)	(X) 9A. AMENDME	NT OF SOLICITA	ATION NUI	MBER
To All EPA	Contractors			9B. DATED (SEI  10A. MODIFICA  To all EPA ( 10B. DATED (SE	EITEM 11) TION OF CONTI	RACT/ORE	DER NUMBER
CODE		ACILITY CODE					200
	11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS			
or (c) By separa RECEIVED AT by virtue of this communication	ng items 8 and 15, and returning ate letter or electronic communication which i THE PLACE DESIGNATED FOR THE RECI amendment you desire to change an offer al makes reference to the solicitation and this a	ncludes a reference to the sol EIPT OF OFFERS PRIOR TO ready submitted, such change imendment, and is received p	icitation and amendment num THE HOUR AND DATE SPE e may be made by letter or ele rior to the opening hour and o	bers. FAILURE OF YO ECIFIED MAY RESULT I ectronic communication, late specified.	UR ACKNOWLE IN REJECTION ( provided each le	DGMENT OF YOUR	TO BE OFFER. If
			DIFICATIONS OF COI R NUMBER AS DESC				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PUI NUMBER IN ITEM 10A.		1.6.1		3.00	NTRACT	ORDER
X	B. THE ABOVE NUMBERED CONTRACT/ appropriation data, etc.) SET FORTH IN	ORDER IS MODIFIED TO RE ITEM 14, PURSUANT TO TH	EFLECT THE ADMINISTRATI HE AUTHORITY OF FAR 43.	VE CHANGES (such as 103(b).	changes in payi	ng office,	
	C. THIS SUPPLEMENTAL AGREEMENT I		NT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and	a authority)			·		
		is required to sign this o			s to the issuir	ng office	
This contra 4.2105, red Telecomm	act/order is being modified in acquiring contracting officers to incurrent on the contracting officers and video Surveillaned for the full text version of FA	cordance with the ap clude FAR clause 52. ce Services or Equip	plicability instructions 204-25, Prohibition of ment.	s in interim FAR ( on Contracting for	Case 2019-0 r Certain	009, an	d FAR
Except as provi	ded herein, all terms and conditions of the do	cument referenced in Item 9A	or 10A, as heretofore chang	ed, remains unchanged	and in full force	and effect.	
15A. NAME AN	ND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF Raoul D. Scott, Dire			•	Division
15D COUTES	OTOD/OFFEDOD	Laco Date Oloves	LOD UNITED OTATES OF	AMERICA			
TOB. CONTRA	CTOR/OFFEROR	15C. DATE SIGNED	RAOUL SCO		RAOUL SCOTT 1:40:17 -04'00'	16C. DA	TE SIGNED
(S	ignature of person authorized to sign)	_	(Signature	of Contracting Officer)			

# 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

# Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

## (a) <u>Definitions</u>. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
  - (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (d) Reporting requirement.
- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					CONTRACT ID CODE	PA	GE OF PAGES
2. AMENDMENT/MO	DIFICATION NO.	3. EFFECTIVE	DATE	4. REC	UISITION/PURCHASE REQ. NO.	5. PROJE	1 2 ECT NO. (If applicable)
P00002		See Bloo	ck 16C	PR-R	6-21-00084		, ,
6. ISSUED BY	CODE	CPOD	5K 100	7. ADI	MINISTERED BY (If other than Item 6)	CODE	
						L	
NAME AND ADDR	ESS OF CONTRACTOR (No., street	county State and	7ID Codel	loa	AMENDMENT OF SOLICITATION NO.		
TETRA TECH, Attn: Georg	INC. e Townsend PL STE 340	county, state and	ZIP COGE)	9B. × 10/ × E.F	DATED (SEE ITEM 11)  A. MODIFICATION OF CONTRACT/ORDER NO $-C-17-031$ B. DATED (SEE ITEM 13)	Э.	
CODE 19854	9560	FACILITY COD	Ξ	0	3/27/2018		
2 404 30 5055		11. THIS ITE	M ONLY APPLIES TO A	MENDN	ENTS OF SOLICITATIONS		
OFFER. If by virtue each letter or elect  12. ACCOUNTING AI  See Schedul  13.  CHECK ONE A. THO	e of this amendment you desire to a ronic communication makes referen ND APPROPRIATION DATA (If required in the second second in the second second second in the second second second second second second second second sec	change an offer a nee to the solicita uired)  ODIFICATION OF	Iready submitted , such tion and this amendmen  F CONTRACTS/ORDER  (Specify authority) THE	change at, and is S. IT MO	AND DATE SPECIFIED MAY RESULT IN REJE may be made by letter or electronic communica received prior to the opening hour and date sp  ODIFIES THE CONTRACT/ORDER NO. AS DES  SES SET FORTH IN ITEM 14 ARE MADE IN THE  MINISTRATIVE CHANGES (such as changes in OF FAR 43.103(b).	ation, providentified.  GCRIBED II	N ITEM 14.
D. O	HIS SUPPLEMENTAL AGREEMENT  THER (Specify type of modification  ATERAL AGREEMENT - CON	and authority)			TY OF:		
	Contractor ☐ is not	5C36	o sign this document and		1	office	
14.DESCRIPTION OF DUNS Number Firm Fixed TOCOR: Dave LIST OF CHA	FAMENDMENT/MODIFICATION 198549560 Price TO New Mexi Peck Max Expire	(Organized by U CO Rio G: Date: 12,	CF section headings, inc rande River: /31/2020	duding s	olicitation/contract subject matter where feasib	le.)	
		e document refe	renced in Item 9 A or 10	16A.	retofore changed, remains unchanged and in fo NAME AND TITLE OF CONTRACTING OFFIC Irea Dehne		
15B. CONTRACTOR	/OFFEROR		15C. DATE SIGNED	16B.	UNITED STATES OF AMERICA	ECTRONI MMATUR	
(Signatu	ure of person authorized to sign)				(Signature of Contracting Officer)		00/1//2021

 CONTINUATION SHEET
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NAME OF OFFEROR OR CONTRACTOR TETRA TECH, INC.

TEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Payment:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Period of Performance: 04/02/2018 to 12/31/2020				
	Delivery-Invoice Payment Schedule				
	Shall not exceed a frequency greater than once a				
	month and 90% of the task order price. Acceptance				
	for invoicing is based on deliverable approval by				
	the TOCOR. For efficient processing IAW FAR				
	clause 52.232-32, performance based payment				
	invoicing amounts will not be submitted until the				
	TOCOR provides deliverable approval. The TOCOR				
	will notify Tetra Tech within 14 days of				
	submission of a deliverable of EPAs intention to				
	approve or disapprove.				
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